SKY-BLUE ESTATES

SW 1/4 OF THE SE 1/4 OF SECTION 16, TWP. 31N., RNG 5E., W.M. SNOHOMISH COUNTY, WASHINGTON. PFN 01-106475 SD

. 15 ACRES-OF THE EAST HATF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 5 EAST. W.M.: EXCEPT COUNTY_ROAD

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

THAT PORTION OF THE NORTH=660.00 FEET-OF THE EAST HALF OF THE SQUTHWEST- " - - - " QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16. TOWNSHIP 31 NORTH RANGE 5 EAST, W.M., LYING BETWEEN THE-WEST LINE OF THE EAST THREE-QUARTERS OF SAID EAST HALF AND THE WEST LINE OF THE EAST 15 ACRES OF SAID EAST HALF

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL C

PARCEL B

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., LYING BETWEEN THE WEST LINE OF THE EAST THREE QUARTERS OF SAID EAST HALE AND THE WEST LINE -OF THE EAST 15 ACRES OF SAID EAST HALF .

EXCEPT THE NORTH 660 FEET;

AND EXCEPT COUNTY ROAD .

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

DEDICATION .

KNOW ALL MEN (PERSONS) BY THESE PRESENT THAT ROBINETT & ROBINETT INC., A WASHINGTON CORPORATION, THE UNDERSIGNED OWNERS, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND FRONTIER BANK, THE MORTGAGE THEREOF. HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBIC HIGHWAY PURPOSES. ALSO. THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS. AVENUES. PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHT-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT. MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH

TRACT 999 IS HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL OBLIGATIONS TO MAINTAIN THE TRACT CONSISTENT WITH COUNTY CODE. TO LOTS 1 THROUGH 57 WITH AN EQUAL AND UNDIVIDED INTEREST UPON THE RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SNOHOMISH COUNTY. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE COUNTY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THESE TRACTS SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS ___ DAY OF JUNE_

ROBINETT / ROBINETT INC., A WASHINGTON CORPORATION

FRONTER BANK Benior Vice thesidur

RESTRICTIONS

- (1) NO FURTHER SUBDIVISION OF ANY LOT WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.
- (2) THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 19 SCC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 19 OF SNOHOMISH COUNTY CODE.

AUDITOR'S CERTIFICATE

_FILED FOR RECORD AT THE REQUEST OF 2003, AT 03 MINUTES PAST 2 P. M. AND RECORDED IN VOL. OF PLATS, PAGE RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

12nwilliaer AUDITOR, SNOHOMISH COUNTY BY: Meny OWlence
DEPUTY COUNTY AUDITOR RESTRICTIONS CONT.

- (3) ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- (4) SCC TITLE 26A REQUIRES THE PER NEW UNIT FEE PAYMENT IN THE AMOUNT OF \$1,077.00 FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS DISTRICT \$1. THE -DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A. TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT - - OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE
- (5) PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE - " "-_ _ ANY STRUCTURES," FULL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA OR DRAINAGE SWALE.
- / LOTS 1 THROUGH 57 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED IMPERVIOUS SURFACES AND DRAINS TO BE _CONNECTED_AN IDIVIDUAL-LOT DRAINAGE SYSTEM. SEE DRAINAGE PLAN FOR
- LOTS 1 AND 5 HAYE BEEN APPROVED BASED ON AN APPROVED SEWER PLAN WHICH REQUIRED_THAT MINIMUM FLOOR ELEVATIONS BE ESTABLISHED FOR CONNECTION TO THE SEWER-SYSTEM. SEE UTILITY FOR DETAILS.
- / THIS PLAT IS SUBJECT TO THE FOLLOWING RECORDED CONDUTIONS: _ -
- (1) RECORDING #=2403820 PUD-ANCHOR LOCATION _

THE EXISTING RESIDENCE.

- (3) RECORDING # 8402235021
- (4) RECORDING # 9703190034 REIMBURSEMENT FOR INSTALLED UTILITIES
- (5) RECORDING # 200205214012 COVENANT TO MAINTAIN AN DEFSITE DRAINAGE EASEMENT
- (6) RECORDING # 200201291753 LATECOMER'S AGREEMENT
- (7) RECORDING # 20021014Q191 UTILITY EXTENSION AGREEMENT_ (8) RECORDING # 400477 - RESERVATIONS CONTAINED IN DEED
- (9) THE LOTS WITHIN THIS SUBDIVISION SHALL BE SUBJECT TO SCHOOL IMPACT MITIGATION -FEES FOR THE ARLINGTON SCHOOL DISTRICT NO. 16 TO BE DETERMINED BY JHE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT HSSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 26C.20.020. - CREDIT SHALL BE GIVEN FOR THE PRE-EXISTING LOT. THE CREDIT SHALL BE APPLIED TO LOT 31, WHICH CONTAINS
- (10) YOUR REAL PROPERTY IS WITHIN, ADJACENT TO, OR WITHIN 1,300 FEET OF DESIGNATED FARMLAND; THEREFORE, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISGOMFORTS ARISING FROM AGRICULTURAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FUMES, DUST, SMOKE, THE OPERATION OF MACHINERY OF ANY KIND (INCLUDING-AIRCRAFT), THE STORAGE AND DISPOSAL OF MANURE, THE APPLICATION BY SPRATING OR OTHERWISE OF CHEMICAL OR ORGANIC FERTILIZERS, SOIL AMENDMENTS. HERBICIDES AND PESTICIDES, HOURS OF OPERATION, AND OTHER AGRICULTURAL ACTIVITIES. SNOHOMISH --COUNTY HAS ADOPTED A RIGHT TO FARM ORDINANCE WHICH MAY AFFECT YOU AND YOUR LAND. A COPY OF SAID ORDINANCE, CHAPTER 32.15 SCC. MAY BE OBTAINED FROM SNOHOMISH COUNTY.

AGRICULTURAL ACTIVITIES CONDUCTED ON DESIGNATED FARMLANDS IN COMPLIANCE WITH ACCEPTABLE AGRICULTURAL PRACTICES AND ESTABLISHED PRIOR TO SURROUNDING NON-AGRICULTURAL ACTIVITIES ARE PRESUMED TO BE REASONABLE AND SHALL NOT BE FOUND TO CONSTITUTE A NUISANCE UNLESS THE ACTIVITIES HAVE A SUBSTANTIAL ADVERSE EFFECT ON THE PUBLIC HEALTH AND SAFETY.

THIS DISCLOSURE APPLIES TO THE REAL PROPERTY WHICH IS SUBJECT TO A DEVELOPMENT OR BUILDING PERMIT AS OF THE DATE OF THE DEVELOPMENT OR BUILDING PERMIT APPROVAL OR, IN THE CASE OF REAL PROPERTY TRANSFERS, THE DISCLOSURE APPLIES TO THE SUBJECT PROPERTY AS OF THE DATE OF TRANSFER. THIS DISCLOSURE MAY NOT BE APPLICABLE THEREAFTER IF AREAS DESIGNATED FARMLAND ARE CHANGED FROM THE FARMLAND DESIGNATION.

NOTHING IN CHAPTER 32.15 SCC SHALL AFFECT OR IMPAIR ANY RIGHT TO SUE FOR DAMAGES

- (11) AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC. TELEPHONE. GAS. TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY. EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.
- (12) ON LOTS WITH MORE THAN ONE ROAD FRONTAGE, COUNTY ENGINEERING DESIGNS AND DEVELOPMENT STANDARDS (EDDS) RESTRICT LOT ACCESS TO THE MINOR ROAD, UNLESS A FORMAL DEVIATION IS GRANTED BY THE DEPARTMENT OF PUBLIC WORKS.

<u>APPROVALS</u>

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED) THIS 25 DAY OF JUNE, 2063

SNOHOMISH COUNTY ENGINEER

PLANNING AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 2300 AY DE UNE 20 03.

CHAIRMAN, COUNTY COUNCIL

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS TO DAY OF JULY, 20 0.3

SNOHOMISH COUNTY, WASHINGTON

- TREASURER'S CERTIFICATE

. - " THEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED INCLUDING 2004

7-16-03

SP-NOTARY

TREASURER, SNOHOMISH COUNTY BY-Pat Wooks-Bass 0 17-4003

COUNTY OF SNOHOMISH)

L'CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN M. KOWING FF ES THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THE /SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HD/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE LOS CABOL ____ OF ROBINETT & ROBINETT INC., A WASHINGTON CORPORATION. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: June 17, 2003
SIGNATURE: Some & Hills State (PRINT NAME) Sara E - Hillshed NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT Mukilto, WA-----MY APPOINTMENT EXPIRES March 13, 2004 --

STATE OF WASHINGTON COUNTY OF SNOHOMISH

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOSEP > IS THE PERSON WHO APPEARED BEFORE ME. AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE)SHE THEY) WAS MERE \ AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE SANION VICE PRESIDENT OF FRONTIER BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

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DATED: June 17, 2003 SIGNATURE: Song & H:118541 (PRINT NAME) Sara E H: 11 estad NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT MUKILTED WA MY APPOINTMENT EXPIRES MANCH 15, 2004

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF SKY-BLUE ESTATES IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNER SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING

DRAINAGE FACILITY MAINTENANCE COVENANT

WE. THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT SNOHOMISH COUNTY (COUNTY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. COUNTY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE. AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED. OR TO BE INSTALLED. UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES: INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING. AUDITING. OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.

- 2. IF COUNTY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD. COUNTY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF COUNTY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, COUNTY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES. AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.
- 3. IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND OR INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS. ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- 4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, COUNTY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT. SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.

5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION. THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

A.F. NO. 200307105004 SKY-BLUE ESTATES SW 1/4 OF THE SE T/4 OF SECTION 16, TWP. 31N., RNG 5E., W.M. PFN 01-106475 SD - -

DAVID R. DOWNING & ASSOC., PROFESSIONAL LAND SURVEYOR 4229 76th ST. N.E. MARYSVILLE, WA. 98270 (360) 653-5385

01 - 059DRAWN BY DATE

6/10/03 FIELD BOOK 63 & 77





